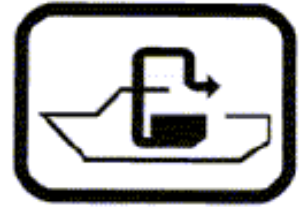




ARIZONA GAME AND FISH DEPARTMENT

CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM



Appendix A: Program Forms

- AGFD Form C1:** CVA Grant Program Application Forms
- AGFD Form C2:** Grant-in-Aid Subgrant Agreement (Example of)
- AGFD Form C3:** Amendment to Grant-in-Aid Subgrant Agreement (Example of)
- AGFD Form C4:** Bid Award Letter (Example of)
- AGFD Form C5:** Grant Payment Request
- AGFD Form C6:** Quarterly Construction Progress Report
- AGFD Form C7:** Project Expenditure Record
- AGFD Form C8:** Site Inspection Form (Example of)

ARIZONA GAME & FISH DEPARTMENT



CLEAN VESSEL ACT (CVA) PUMPOUT GRANT PROGRAM



PROJECT APPLICATION FORM

(Please Type All Requested Information)

1. Project Title:	
2. Type of Project: (check all that apply) <input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Equipment Acquisition	
2A. Brief Description of Project:	
3. Subgrantee:	4. Land Owner (If Not Participant):
5. Subgrantee Address:	6. Contact Person Name: Title: Telephone No.:
7. Facility Name:	8. Facility Address (if different):
9. Facility Ownership: <input type="checkbox"/> Private Commercial <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Public Agency <input type="checkbox"/> Federal Agency <input type="checkbox"/> State Agency Other _____	
10. Facility Owner:	11. Owner Address:
12. Water body facility is located on: (name of lake, river, etc.)	13. County:
14. Authorized Signature: _____ Date: _____	

FACILITY INFORMATION:

1. Type of Facility: _____Marina _____Boatyard _____Boat-in Campsites
Other: (describe)_____
2. Number of: _____Slips _____Moorings _____Dry Docks _____Boat-in Campsites
_____ Floating Restrooms
3. Number of boats by size:
_____20' to 25'-11" _____26' to 39'-11" _____40' to 64'-11 _____over 65'
4. Estimate the average number of boats that use your facility each month: _____
5. Number of lives aboard vessels (residential boats): _____
6. Pumpout service now at this project site: _____Yes _____No How Many? _____
7. Dump station now at this project site: _____Yes _____No How Many? _____
(for vessel "Porta Potties")
8. If you have a pumpout or dump station, estimate the number of users per month:
Pumpout Station: _____ Dump Station: _____
9. Is this facility in a "No Discharge Zone"? _____Yes _____No
Name of Zone: _____
10. Restrooms available on-site: _____Yes _____No

PROJECT PROFILE:

Please provide the following information on your proposed project. The more complete and accurate the information, the stronger your proposal will be. Complete **all** sections and check all items that apply.

1. Describe the proposed project: _____

2. Intended Location of Pumpout/Dump Station or Pumpout Boat Equipment:
_____Fuel Dock _____Other Dock _____On Bulkhead _____Boat-in Campsites
Other (specify): _____
3. How many hours per day are the pumpout facilities available to the public? _____
4. Minimum water depth at proposed pumpout locations.
(average minimum depth during boat season): _____ft.
5. Contents from boat holding tanks or pumpout boat holding tank shall be discharged to:
☐ a public wastewater collection system
☐ a holding tank whereby sewage may be safely stored until it is taken in an authorized manner to an approved treatment facility. Submit documentation of a contract with a licensed hauler.
☐ directly to an on-site septic system. Submit documentation of approval from local health officials, stating that sufficient sewage disposal capacity is available for the pumpout facilities.
6. Do you plan to charge for pumpout/dump station use? _____Yes _____No
7. If yes to Question 6, how much will you charge? \$_____
8. Describe how the proposed project needs consist within the purposes of the CVA Program.

9. Describe the objectives to be accomplished within the specified time period (one year) that address the needs.
10. Describe the expected results or benefits from accomplishing the objectives, including the numbers of recreational vessels and people served.
11. Describe (in detail) the approach to be used in meeting the objectives:
 - a. Specific Procedures:
 - b. Schedules:
 - c. Key Personnel:
 - d. Cooperators:
 - e. Innovative Approaches:

f. Education:

g. Sensitive waters:

h. Public Access:

PERMITS:

The participant is responsible for obtaining all necessary Federal, State and local permits associated with their proposed project.

All necessary permits must be issued prior to beginning of construction and a copy of each permit must be on file with the Arizona Game and Fish Department before any request for reimbursement will be approved.

CLEAN WATER ACT (CWA) DOCUMENTATION (SECTION 404 & 401)

This documentation includes permits from the U.S. Army Corps of Engineers (ACOE) per Section 404 and the Arizona Department of Environmental Quality (ADEQ) per Section 401, if applicable. **MOST OF THE PROJECTS UNDERTAKEN BY THE CLEAN VESSEL ACT PROGRAM WILL REQUIRE DOCUMENTATION OF COORDINATION WITH THE ACOE (and potentially the ADEQ).**

Attach a copy of each Permit that has already been obtained.

PARTNERSHIPS:

Partnerships with others such as local government, private sector, or other community-based organizations are encouraged. List organizations who will be participating with you in the project; their contact personnel, addresses, phone numbers and their role in the project will assist reviewers in determining the extent of your partnership efforts.

1.

2.

3.

ESTIMATED COSTS AND FUNDING:

A. ESTIMATED COSTS

- | | |
|---------------------------------|-----------------|
| 1. Cost of Pumpout/Dump Station | \$ _____ |
| 2. Cost of Pumpout Boat | \$ _____ |
| 3. Installation Costs | \$ _____ |
| 4. Construction Costs | \$ _____ |
| 5. Engineering Costs | \$ _____ |
| 6. Permit Fees | \$ _____ |
| 7. Other Costs (specify) | \$ _____ |
| Total Project Costs: | \$ _____ |

B. REQUIRED MATCH:

Grant applicants must provide at least 25% of the installed costs of the proposed project. This 25% match can be cash and/or in-kind match. **The match must be from non-federal funds; participants cannot match federal funds with federal funds.**

- | | |
|--|----------|
| 8. Cash Amount (non-federal) | \$ _____ |
| 9. Value of any labor or materials provided (non-federal)
(attach detailed documentation) | \$ _____ |
| 10. Other (specify)(non-federal) | \$ _____ |
| 11. In-kind Match (non-federal) | \$ _____ |

Name of donating Organization(s) or Group(s): _____

Percent of Total Project Costs: _____ %

C. Attach copy of all bids and estimates for this proposal.



**Grant-in-Aid Subgrant Agreement
With the
Arizona Game and Fish Department
For the**



CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Arizona Game and Fish Department pursuant to and acting under the authority of the Arizona Game and Fish Commission, hereinafter referred to as the DEPARTMENT, pursuant to A.R.S. § 17-231.B.7 and 16 U.S.C. § 777-777K., and _____, hereinafter referred to as the SUBGRANTEE, is for the purpose of constructing, renovating, operating, or maintaining public pumpout/dump stations according to the Clean Vessel Act on waterways in the State of Arizona.

Agreement Number: _____ Federal Aid Match (75%): \$ _____

Project Number: CVA - _____ - _____ Subgrantee Match (25%): \$ _____

Total Project: \$ _____

Project Period for Costs Eligibility Starts: _____ Eligibility Ends: _____

Project Title: _____

Project Scope: _____

In consideration of the mutual promises and benefits to the parties, the parties agree to the following special conditions:

PART I - DEFINITIONS

For purposes of this agreement,

- a. **Approved Application** means the Subgrantee's application including any changes, exceptions, deletions or additions made by the Arizona Game and Fish Department prior to and for the purposes of approval.
- b. **Commission** means the Arizona Game and Fish Commission.
- c. **Construction** means activities, which produce new or renovated capital improvements and increase the value or usefulness of existing property.
- d. **Department** means the Arizona Game and Fish Department.
- e. **Director** means the chief executive officer for the Department.
- f. **Dump Station** means a facility specifically designed to receive sewage from portable toilets carried on vessels. Dump stations do not include lavatories or restrooms.
- g. **Education/information** as identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), designed to make recreational boaters aware of the environmental pollution problem resulting from sewage discharges from vessels and inform them of the location of pumpout and dump stations.
- h. **Facilities** means a pumpout station or dump station or floating restrooms.
- i. **Funds** means a grant from the Arizona Game and Fish Department State Trust Funds Grant Program.
- j. **Maintenance** means those activities necessary to keep a facility in operation.
- k. **Operation** means those activities necessary for the functioning of a facility to produce desired results.

- l. **Plans** means plans identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), for construction or renovation of pumpout and dump stations necessary to ensure that there are adequate and reasonable available stations to meet the needs of recreational vessels.
- m. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in specific product(s) or service.
- n. **Project Period** means the period of time during which all approved work and related expenditures associated with an approved project shall be completed by the SUBGRANTEE.
- o. **Pumpout station** means a facility that pumps or receives sewage from a type III marine sanitation device (holding tank) installed on board vessels.
- p. **Renovation** means rehabilitation of a facility to restore it to its original intended purpose.
- q. **Specific scope of work** means the description of the work to be accomplished by an approved project.
- r. **Staff** means employees of the Arizona Game and Fish Department.
- s. **Subgrantee** means an eligible applicant that has been awarded a grant.
- t. **Third Party Participant** means an entity sponsored by an eligible and approved project participant.

PART II – PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - The SUBGRANTEE will perform all work under this Agreement in compliance with all federal, state and local laws, rules, regulations and guidelines applicable to this project.

The SUBGRANTEE shall require any contractor to allow access by the DEPARTMENT, the SUBGRANTEE, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representative, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions related to this Agreement.

Pursuant to Section 22, Title 41, U.S. Code, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom.

2. **Incorporation of Application** – The SUBGRANTEE’S approved application for grant funds is incorporated by reference as part of the Agreement; however, the terms of this Agreement shall govern over the terms of the approved application in the event of conflict.
3. **Use of Grant Funds** – Awarded grant funds shall be used solely for eligible purposes of the grant program Clean Vessel Act Pumpout Grant Program described at Section 5604 of the Clean Vessel Act (Public Law 102-587, Subtitle F) – and as approved by the Fish and Wildlife Service, Department of the Interior and as approved by the DEPARTMENT.
4. **Transfer of Grant Funds** – Awarded grant funds shall be transferred to the SUBGRANTEE through reimbursement of approved expenditures and through advances, as approved by the DEPARTMENT on a case-by-case basis.
5. **Matching Funds** - The Federal share does not exceed 75% of total costs approved in the subgrant agreement. The recipient of grant funds must provide non-federal matching funds in an amount of not less than 25% of the total project cost. The non-federal matching funds are ineligible for this project if the funds have been or will be used to satisfy a matching requirement of another federal grant procurement contract or any other award of federal funds.
6. **Grant Accountability** – Transferred grant funds shall be deposited separately within the SUBGRANTEE’S accounting system, which identifies the name of the Agreement and number of the project. The funds shall be expended only as authorized under the terms of this Agreement. The SUBGRANTEE shall prepare a schedule of expenditures and maintain internal control that provides reasonable assurance that the funds are used in compliance with laws, regulations and the provisions of this Agreement.
7. **Accomplishment of Project** – The project shall be accomplished and completed according to the terms of this Agreement and applicable State and Federal laws and regulations.
8. **Amendments** – The Agreement may be amended in writing and mutually approved by the parties to the Agreement upon written request of the SUBGRANTEE and good cause shown, to adjust the project period, project costs, specific project scope items, or other specified adjustments to the Agreement.

9. **Use of Project** – Project facilities shall be open or available to the public as specified in this Agreement. The SUBGRANTEE shall not allow use of facilities which conflict with the purpose of the facility.
10. **Special Conditions** – Special conditions to this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this Agreement. Breach of any condition shall be enforceable by specific performance or shall justify the DEPARTMENT to seek recovery of all funds granted costs and associated attorney fees.
11. **Operation and Maintenance** - The SUBGRANTEE shall operate and maintain said facility upon completion of all capital improvements acquired or constructed with State Trust Grant funds as long as the facility is needed and it serves its intended purpose. If the SUBGRANTEE ceases to operate and maintain the completed project as a pumpout/dump facility, or changes the integrity of the facility, said actions shall constitute a material breach and the DEPARTMENT may pursue any remedy available in law.
12. **Income** - The SUBGRANTEE, in accordance with 43 CFR Part 12.65 and 50 CFR Part 80.14 (c), shall use income obtained from user fees to offset operation and maintenance costs.
13. **Land** - Improvements placed on SUBGRANTEE land at the direction of either of the parties, shall thereupon become the property of the SUBGRANTEE, and shall be subject to the same regulations and administration of the SUBGRANTEE, as other SUBGRANTEE improvements of a similar nature.
14. **Construction** – The SUBGRANTEE shall agree if the construction costing is more than \$100,000, a certified engineer must approve engineering plans and specifications, approve the feasibility determination, supervise the construction, and furnish a certified report of final inspection.
15. **Equipment** – The SUBGRANTEE shall adhere to 43 CFR 12.72 regarding maintenance, use and disposal of equipment.

B. RESPONSIBILITY FOR THIRD PARTY PARTICIPANTS AND SUBCONTRACTORS

The SUBGRANTEE sponsoring a third party participant or subcontractor shall be responsible for compliance with provisions of this Agreement in the event of third party participant or subcontractor default or the SUBGRANTEE shall reimburse the Funds.

C. PROJECT COSTS AND THE PROJECT PERIOD

Except for pre-agreement costs approved by the DEPARTMENT, only those costs associated with approved Project specific scope of work incurred during the Project Period shall be eligible for reimbursement according to the terms of this Agreement.

The Project Period is one (1) year from the effective date of this Agreement. The effective date starts when all the parties execute this Agreement. A project extension may be requested through an amendment (see AGFD Form C3).

Federal funds and funds counted as cost share or match shall be used only for costs that a reasonable and prudent person would incur in carrying out the Project, and are consistent with the purpose of the Clean Vessel Act.

D. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate by reference in each sub-contract the provisions of this agreement. The SUBGRANTEE shall bear full responsibility for acceptable performance under each sub-contract.
2. The SUBGRANTEE shall pay any valid claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this Agreement when due, and unless the SUBGRANTEE is a State agency, shall indemnify and hold the State of Arizona and the DEPARTMENT, its officers and employees harmless from any such claim or damages relating thereto.
3. Any sub-contract for employment by the SUBGRANTEE shall be in writing and shall contain a provision whereby a person so employed, or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the DEPARTMENT shall not be liable for any cost, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

E. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The SUBGRANTEE agrees to submit a quarterly project status report to the DEPARTMENT within 30 days after the end of each quarter. This report will include at a minimum the following: (1) progress in completing the approved specific scope of work, and (2) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. Failure to submit reports may also affect eligibility for additional grants.
2. The SUBGRANTEE agrees to consult with the DEPARTMENT, as needed, to review progress. The DEPARTMENT reserves the right to review project progress and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or for the period of their useful life to assure compliance with the terms of this Agreement.
3. The SUBGRANTEE agrees to provide the DEPARTMENT, upon completion of the project, a completed final Grant Payment Request, a letter stating the project is complete, a letter stating compliance with the Single Audit Act of 1984, a signed expenditure record that itemizes all expenditures, a final inspection report signed by a certified engineer, and if requested by the DEPARTMENT, a copy of all documents in support of all approved costs incurred.

F. PROGRAM INCOME AND EARNED INTEREST

Funds shall not be used for the purpose of producing income. The Program allows a maximum of a \$5.00 fee to be charged, with no justification, for use of pumpout facilities constructed, operated or maintained with grant funds. If higher fees are charged, they must be justified before the proposal can be approved. Such proceeds shall be retained, accounted for, and used by the operator to defray operation and maintenance costs as long as the facility is needed and it serves its intended purpose.

G. FUND SOURCE RECOGNITION

The SUBGRANTEE agrees to permanently and publicly acknowledge grant program fund used to assist project accomplishments (including, but not limited to, project sign) at the location of the project. The SUBGRANTEE shall post two (2) signs: (1) the Clean Vessel symbol sign which should be installed to be clearly visible to direct boaters entering the facility to pumpout and dump stations; and (2) an informational sign that include fees, restrictions, hours of operation, operating instruction, and a contact name and telephone number if the facility is inoperable.

H. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The SUBGRANTEE may transfer contracted responsibilities under the terms of this Agreement to another eligible SUBGRANTEE provided that the DEPARTMENT, prior to transfer, has granted approval.

I. MATCHING FUNDS OR CONTRIBUTIONS

No contribution provided herein or donation or gift of any kind shall entitle the contributors or donors to any share of interest in the said improvements other than the right to use and enjoy the same under existing regulations of the SUBGRANTEE. All improvements in whole or in part from contributed funds shall be and will remain the property of the SUBGRANTEE.

PART III – PERMITS REQUIRED

The SUBGRANTEE agrees to meet the requirements and acquire all necessary permits for construction of the facility. The SUBGRANTEE must submit the following documentation/permit, if applicable, that is required by the DEPARTMENT and needs to be approved by the DEPARTMENT before construction can occur. Once the documentation/permits have been received and approved, the DEPARTMENT will notify the SUBGRANTEE that construction can occur.

The following are the required documentation/permits, if applicable, from various state and federal agencies:

1. State Historic Preservation Act Clearance;
2. U.S. Army Corp of Engineers;
 - a. Clean Water Act - Section 404
 - b. Rivers and Harbors Act of 1899- Section 10
3. Arizona Department of Environmental Quality – Sections 401/402;
4. National Environmental Protection Act of 1969; and
5. Endangered Species Act

Failure to submit required documentation/permits may affect eligibility for additional grants.

PART IV – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the SUBGRANTEE hereby assigns to DEPARTMENT any and all claims for such overcharges.

B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use arbitration, after exhausting applicable administrative remedies, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$15,000 or less, exclusive of interest and costs.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

Unless the SUBGRANTEE is a State agency, or an agency of the United States of America, the SUBGRANTEE shall indemnify, save and hold harmless the DEPARTMENT, and the State of Arizona, its agents, departments, officers and employees from any claim, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this agreement.

D. NON-DISCRIMINATION

1. Employment – The SUBGRANTEE agrees to comply with the provisions of Executive Order Number 99-4, amending 75-5, entitled “Prohibition of discrimination in State Contracts – Non-Discrimination in Employment by Government Contractors and Subcontractors” issued by the Governor of the State of Arizona, which by reference is incorporated herein and becomes a part to this agreement.
2. Handicapped Access – The SUBGRANTEE agrees to construct facilities, to provide access to such facilities, and comply with all applicable provisions of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and §611), and applicable State rules and Federal regulations under Acts (28 CFR Part 35 and 36), and A.R.S. § 41-1492 through 41-1492.12, Structure of Buildings.

E. RECORDS RETENTION

1. Pursuant to the provisions of 43 CFR Part 12.82, Subpart C and Title 35, Chapter 1. Article 6 A.R.S. § 35-214 and § 35-215, and Section § 41-1279.04 as amended, each SUBGRANTEE shall retain, and shall contractually require each subcontractor to retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the State Purchasing Office or any agency doing business under this contract.
2. The SUBGRANTEE may substitute microfilm copies in place of original records, but only after project costs have been verified.
3. Unless the SUBGRANTEE is a Federal agency, the SUBGRANTEE shall comply with U.S. Office of Management and Budget (OMB) circular A-133. Annual audit reports shall be sent to Arizona Game and Fish Department, ATTN: Internal Auditor, Rules and Risk Management, 2222 W. Greenway Rd., Phoenix, Arizona, 85023.

F. STATE CONTRACT CANCELLATION

Pursuant to A.R.S. § 38-511 and any successor statute, the State or the DEPARTMENT may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either party or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Such cancellation shall become effective upon written notification from either party.

G. UNAVAILABILITY OF FUNDS

This Agreement and all obligations on the parties arising therefrom shall be subject to any limitation imposed by an appropriation law. If for any reason, the Federal Government or the State of Arizona do not appropriate or provide sufficient monies for the purpose of maintaining or fulfilling this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, the DEPARTMENT shall have no further obligation to the SUBGRANTEE other than for services rendered prior to cancellation.

H. REMEDIES

1. The DEPARTMENT may temporarily suspend grant assistance under the project pending required corrective action by the SUBGRANTEE or pending a decision to terminate the grant by the DEPARTMENT by notifying the SUBGRANTEE in writing. Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within fifteen (15) days, the demanding party may treat this failure as anticipatory repudiation of the agreement.
2. The DEPARTEMENT may terminate the Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the SUBGRANTEE has failed to comply with the terms or condition of the grant. In case of default, the DEPARTMENT will provide written notification. The SUBGRANTEE will have fifteen (15) days to correct the default or show cause why the SUBGRANTEE has failed to comply. The DEPARTMENT will promptly notify the SUBGRANTEE in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the SUBGRANTEE shall be recoverable by the DEPARTMENT under the Agreement terminated for cause.
3. The DEPARTMENT or SUBGRANTEE may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The SUBGRANTEE shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DEPARTMENT may allow full credit to the SUBGRANTEE for the grant share of obligations properly incurred by the SUBGRANTEE before effective termination date and which cannot be canceled.
4. The DEPARTMENT may require specific performance of the terms of the agreement or take legal steps necessary to recover the funds granted if the SUBGRANTEE fails to comply with the terms of the grant or breaches any condition or special condition of the grant agreement.
5. The remedies expressed in this Agreement are not intended to limit the rights of the DEPARTMENT. This Agreement shall not in any way abridge, defer, or limit the DEPARTMENT'S right or remedy under law or equity that might otherwise be available to the DEPARTMENT.
6. Nothing in this agreement shall be construed as obligating the DEPARTMENT in the expenditure of funds or as involving the DEPARTMENT in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and budgeted and approved by the DEPARTMENT.
7. Nothing in this agreement shall be construed as obligating the SUBGRANTEE to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
8. If the SUBGRANTEE violates state law or this Agreement, the DEPARTMENT may seek recovery of all funds granted and classify the SUBGRANTEE as ineligible for Clean Vessel Act Pumpout Grant funds for a period not to exceed five (5) years.
9. Unless terminated by written notice, this agreement will remain in force until completion of the work but in no case shall it extend beyond _____.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year last written below.

SUBGRANTEE

ARIZONA GAME AND FISH DEPARTMENT

By: _____

By: _____

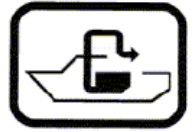
Date: _____

Date: _____

This document is subject to revision prior to and up to the time of execution



**ARIZONA GAME AND FISH DEPARTMENT
CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM**



**AMENDMENT TO
GRANT-IN-AID SUBGRANT AGREEMENT**

Subgrantee:		
Subgrant Agreement #:	Project #: CVA - _____ - _____	
Agreement Period: From: To:		
Project Title:		
Project Scope:		
The above state Collection Agreement is amended as set forth below. The parties agree that all other terms and conditions as set forth in the Memorandum of Understanding and any amendments thereto shall remain in force.		
Purpose of Amendment: <input type="checkbox"/> Extend Agreement Period To: _____ <input type="checkbox"/> Other: Describe reason for amendment: <div style="float: right; text-align: right;"> <input type="checkbox"/> Adding or deleting a project </div>		
Subgrantee (Name and Address):		
Signature:	Title:	Date:
Special Grant Conditions:		
Signature:	Title:	Date:

AGFD Form C4

SAMPLE BID AWARD LETTER

Address the Bid Award Letter to Arizona Game and Fish Department on the subgrantee's letterhead.

Date

Name of Manager

Boating Facilities Program Manager
Arizona Game and Fish Department
2221 W. Greenway Rd.
Phoenix, AZ 85023

Dear *Name of Manager*:

A bid proposal has been reviewed and found to be acceptable for the grant project numbered: _____ and titled: _____.

An award has been made to:

Vendor's Name:

Address:

Award Amount:

Scope of Work:

Documents attached to this report include:

1. Certified list of bids received,
2. Completed and signed copy of the successful bid proposal, and
3. A justification statement if an award is to a vendor other than the low bidder.

A copy of the signed contract will be mailed to the Arizona Game and Fish Department after it has been fully executed with the vendor.

Sincerely,

Type Name

Signature

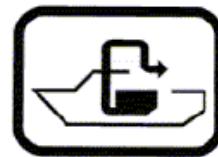
Title

**ARIZONA GAME AND FISH DEPARTMENT
CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM**



GRANT PAYMENT REQUEST

(Instruction on reverse)



1. Project Number CVA - _____ - _____ Project Title: Subgrantee:	2. Contact Name/Phone/Fax:
3. Mailing Address:	4. Type of Payment: <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final <input type="checkbox"/> Advance *Detailed expenditure record must be attached.
5. Payment Request #:	6. Period Covered by this Request (mm,dd,yy):

7. Approved Scope Items:	\$ Amount this Request
TOTAL:	\$

CERTIFICATION

I certify that this request is correct and is based upon actual commitments /obligations of the Subgrantee; that payment from the State has not yet been made or received; that the work and services are in accordance with the project as approved, including amendments thereto; and progress of the work and services under the project is acceptable and is consistent with the amount requested.

Signature: _____

Date: _____

FOR DEPARTMENT USE ONLY

Grant Award: \$ _____
 Payments to Date: \$ _____
 Amount this Payment: \$ _____
 Balance: \$ _____

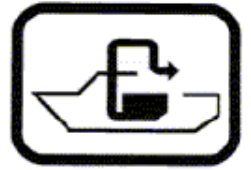
Program Coordinator Approval _____	Date _____
Accounting Approval _____	Date _____

Instructions for Completing the Grant Payment Request Form

- Item 1: Enter the project number, project title and participant name as shown on the grant-in-aid subgrant agreement.
- Item 2: Enter the name, phone, and fax numbers of the grant contact person.
- Item 3: Enter the mailing address of the grant contact person.
- Item 4: Check the appropriate box. (Advances are considered on a case-by-case basis).
- Item 5: Indicate the payment request number. Payment requests are numbered consecutively, beginning with #1.
- Item 6: Enter the month, day, and year for the beginning and ending of the period for which request is prepared. The dates inserted must fall within the "Project Period" indicated on the collection agreement.
- Item 7: List the approved scope items as specified on eligible projects (page 12 of the Manual) to the grant-in-aid subgrant agreement. Costs entered in the "Expenditures this Request" column must equal the total cost expended by the subgrantee for reimbursement projects.
- Certification: The individual authorized in the Grant-in-Aid Subgrant Agreement shall sign and date the payment request.



**ARIZONA GAME AND FISH DEPARTMENT
CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM**



**QUARTERLY CONSTRUCTION
PROGRESS REPORT**

Date: _____

Project Number: CVA - _____ - _____

Subgrantee: _____

Project Name: _____

Prepared By: _____

Quarter: ☐ July – September ☐ October - December ☐ January – March ☐ April - June

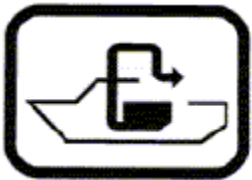
Approved Project Scope Items:	% of Work Completed

Comments (Problems, Solutions, etc.)

Attach additional page(s) if necessary



ARIZONA GAME AND FISH DEPARTMENT
CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM



PROJECT EXPENDITURE RECORD

(Instructions on reverse)

Project Number: CVA - _____ - _____

Project Title: _____ Record Preparation
Subgrantee Name: _____ Date: _____
Payment Request: _____ By: _____
Signature: _____ Phone: _____

Date	Invoice #	Vendor	Item Description	Related Scope Item	Amount Paid	Check Number
Total must equal amount claimed on the Grant Payment Request.					\$	

Attach additional page(s) if necessary

Instruction for Completing the Project Expenditure Record

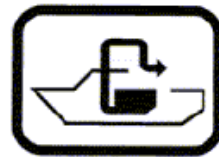
A complete and accurate record of information must be provided in each column of this form for every listed expenditure. A copy of the completed Expenditure Record must be attached to each Grant Payment Request (AGFD Form C5) submitted to the Arizona Game and Fish Department. Instructions for specific entries are described below:

- **Project Number:** Enter the project number as it appears on the grant-in-aid subgrant agreement.
- **Project Title:** Enter the name of the project as it appears on the grant-in-aid subgrant agreement.
- **Participant Name:** Enter the participant name as it appears on the grant-in-aid subgrant agreement.
- **Payment Request:** Enter the number of the pay request attached to the Grant Payment Request.
- **Record Preparation:** Enter the date the record was prepared, by whom (print name and sign name), and the telephone number of the preparer.
- **Date:** List all expenditures in chronological order and indicate the date shown on each expenditure.
- **Invoice Number:** Enter the number shown on the invoice as assigned by the vendor. In the case of a contractor's statement, enter the number of the statement as assigned by the contractor.
- **Vendor:** For each invoice or cost item, provide the name of the individual or company from whom the goods or services were purchased.
- **Item Description:** This should briefly, but accurately, describe what was purchased and/or donated. This description may be taken directly from the invoice.
- **Related Scope Item:** Enter the name of the scope item from AGFD Project Application – Itemized Cost Estimates for which the ITEM DESCRIPTION relates. If an invoice contains a list of materials, which were used to construct several approved scope items, each item should be listed. Items not shown in the grant-in-aid subgrant agreement or acknowledgement or project cost schedule or in amendments thereto, are not eligible for reimbursement. Ineligible projects need not be listed on the Project Expenditure Record.
- **Amount Paid:** Enter the amount of the actual cost or expenditure, which is eligible for reimbursement. If a portion of the invoice was paid and reimbursed under a previous payment request, list only the amount for which you are now seeking reimbursement.
- **Check Number:** List the corresponding check, work order, or requisition number, which was used to pay each cost item listed. If more than one check, work order, or requisition was used, include all appropriate numbers.

***NOTE:** You may use the Project Expenditure Record as a cover sheet and attach any type of billing records and/or financial spreadsheets to the cover sheet. Please make sure the same information requested on the Project Expenditure Record is given in the billing records and/or financial spreadsheets.



ARIZONA GAME AND FISH DEPARTMENT CLEAN VESSEL ACT PUMPOUT GRANT PROGRAM



SITE INSPECTION FORM

PROJECT #: _____ **FY:** _____ **REGION:** _____ **MGMT UNIT:** _____

SUBGRANTEE: _____ **COUNTY:** _____

WATERWAY: _____ **PROJECT SITE:** _____

APPROVED SCOPE ITEMS: _____

DIRECTIONS: _____

1. Is there a sign displayed which makes the site identifiable as a public area? Yes ☐ No ☐

If yes, where _____ If no, please explain _____

2. Is there a sign displayed which identifies the site as a pumpout station and the funding source for project? Yes ☐ No ☐

If yes, where _____ If no, please explain _____

3. Are the approved scope items being maintained?

A. PUMPOUT STATION:

General conditions: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

B. DUMP STATION:

General condition: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

C. FLOATING RESTROOMS:

General condition: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

D. PUMPOUT BOAT:

General condition: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

E. SIGNS:

General condition: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

F. OTHER: _____

General condition: _____ Excellent _____ Good _____ Fair _____ Poor _____ N/A

Comments: _____

4. Has the site been developed and maintained to provide for ADA access? Yes ☐ No ☐

If no, please explain _____

ADDITIONS/IMPROVEMENTS SINCE LAST INSPECTION: _____

Inspected by: _____ Date: _____

Project complies: ☐ Does not comply: ☐ Repairs needed? Yes ☐ No ☐ Photos taken? Yes ☐ No ☐

Subgrantee contacted? Yes ☐ No ☐ Contact Name: _____ Date: _____

Comments: _____

APPENDIX B:

Glossary of Terms and Acronyms

&

Definitions

Glossary of Terms and Acronyms

Arizona Game and Fish Department (Department) Environmental Assessment Checklist (EA Checklist) – The EA Checklist ensures that Department Federal Aid activities comply with the NEPA according to Department Policy I2.2. Policy I2.2 further states that the Department will meet the objectives of NEPA on any other project or program that may have an effect on the environment. The EA Checklist provides a systematic process for identifying issues and evaluating effects associated with proposed projects or programs. Projects that are addressed in five-year plans, other programmatic or strategic plans, or Federal agency environmental compliance documentation, may, in some cases, be "tiered" to existing NEPA documentation to avoid repetitive paperwork.

Biological Assessment and Evaluation (BA&E) – Information prepared by, or under the direction of, a Federal agency to determine whether a proposed action is likely to: (1) adversely affect listed species or designated critical habitat; (2) jeopardize the continued existence of species that are proposed for listing; or (3) adversely modify proposed critical habitat.

Biological assessments must be prepared for “major construction activities.” See 50 CFR §402.02. The outcome of this biological assessment determines whether formal section 7 consultation or a conference is necessary. [50 CFR §402.02, 50 CFR §402.12]

Biological evaluations are a more thorough analysis of the effects of the action.

Biological Opinion (BO) – A document which includes: (1) the opinion of the Fish and Wildlife Service or the National Marine Fisheries Service as to whether or not a Federal action is likely to jeopardize the continued existence of listed species, or result in the destruction or adverse modification of designated critical habitat; (2) a summary of the information on which the opinion is based; and (3) a detailed discussion of the effects of the action on listed species or designated critical habitat.

Categorical Exclusion – A category of actions that do not individually or cumulatively have a significant effect on the human environment and have been found to have no such effect in procedures adopted by a Federal agency pursuant to NEPA.

Clean Water Act (CWA) – The U.S. Army Corps of Engineers (ACOE), under the CWA, issues two types of permits to regulate discharges of dredged or fill material into waters of the U.S.: 1) individual permits and, 2) general permits which include nationwide, programmatic and regional permits. Actions that result in a discharge of dredged or fill material into waters of the U.S., including wetlands, most likely will require a Section 404 permit. Actions that result in activities that could affect navigable waters of the U.S. will most likely require a Section 10 permit.

The Arizona Department of Environmental Quality (ADEQ) is responsible for the quality of water in the State of Arizona, except on tribal lands. Any actions that require a federal permit, license, or approval that results in a discharge into waters of the U.S. may require a Section 401 permit from ADEQ. Section 402 permits regulates discharge of waste into waters of the U.S., are also issued by ADEQ.

Environmental Assessment (EA) – A concise public document, prepared in compliance with NEPA, that briefly discusses the purpose and need for an action, alternatives to such action, and provides sufficient evidence and analysis of impacts to determine whether to prepare an environmental impact statement (EIS) or finding of no significant impact.

Environmental Impact Statement (EIS) – A detailed written statement required by section 102(2)(C) of NEPA, analyzing the environmental impacts of a proposed action, adverse effects if the project cannot be avoided, alternative courses of action, short-term uses of the environment versus the maintenance and enhancement of long-term productivity, and any irreversible and irretrievable commitment of resources.

ESA – The Endangered Species Act of 1973.

NEPA – The National Environmental Policy Act of 1969, as amended. NEPA is an Act to establish a national policy for the environment, to provide for the establishment of a Council on Environmental Quality (CEQ), and for other purposes.

Protected Native Plants – According to the Arizona Revised Statutes (A.R.S.) Section 3-904 & 3-905, the Arizona Department of Agriculture is required to oversee the destruction of protected native plants on both public and private land by the landowner or landowner's agent. When an individual, organization or state agencies wish to clear land, they must take into consideration the presence of protected native plants.

State Historic Preservation Office (SHPO) – A division of Arizona State Parks. SHPO is responsible for the identification, evaluation, and protection of Arizona's prehistoric and historic cultural resources.

(Adapted from the U.S. Fish and Wildlife Service and National Marine Fisheries Service, Final ESA Section 7 Consultation Handbook, March 1998; U.S. Fish and Wildlife Service, NEPA Guidance to States Participating in the Federal Aid Program, October 2000; State Historic Preservation Office; U.S. Army Corps of Engineers, A Guide to Watercourse Permitting in Arizona, October 1993; Jones & Stokes, Section 404 and Waters of the Arid West, March 2002; and Arizona Department of Agriculture).

DEFINITIONS

For purposes of this manual and agreement,

- A. **Approved application** means the subgrantee's application including any changes, exceptions, deletions, or additions made by the Department prior to and for the purposes of approval.
- B. **Authorized signature** means the person on behalf of the applicant has authority to bind the applicant to the terms of the agreement.
- C. **Commission** means the Game and Fish Commission.
- D. **Construction** means activities, which produce new or renovated capital improvements and increase the value or usefulness of existing property.
- E. **Department** means the Game and Fish Department.
- F. **Director** means the Chief Executive Officer for the Department.
- G. **Dump Station** means a facility specifically designed to receive sewage from portable toilets carried on vessels. Dump stations do not include lavatories or restrooms.
- H. **Education/information** as identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), designed to make recreational boaters aware of the environmental pollution problem resulting from sewage discharges from vessels and inform them of the location of pumpout and dump stations.
- I. **Facilities** means a pumpout station or dump station or floating restrooms.
- J. **Funds** means a grant from the Arizona Game and Fish Department State Trust Funds Grant Program.
- K. **Grant** means an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee.
- L. **Grantee** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.
- M. **Local government** means a county, municipality, city, town, township, or local public authority (including any public and Indian housing agency under the United States Housing Act of 1937).
- N. **Maintenance** means those activities necessary to keep a facility in operation.

- O. **Operation** means those activities necessary for the functioning of a facility to produce desired results.
- P. **Plans** means plans identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), for construction or renovation of pumpout and dump stations necessary to ensure that there are adequate and reasonable available stations to meet the needs of recreational vessels.
- Q. **Program Fund** means a granting source from the Federal Aid in Clean Vessel Act Grant Program authorized by Section 5604 of the Clean Vessel Act of 1992 (50 CFR Part 85).
- R. **Project** means an activity, or series of related activities, which are described in the specific project scope of work and which results in specific product(s) or services.
- S. **Project period** means the period of time during which all approved work and related expenditures associated with an approved project are to be accomplished by the subgrantee.
- T. **Pumpout station** means a facility that pumps or receives sewage from a type III marine sanitation device (holding tank) installed on board vessels.
- U. **Renovation** means rehabilitation of a facility to restore it to its original intended purpose.
- V. **Specific Scope of work** means the units of work to be accomplished by an approved project.
- W. **Staff** means employees of the Arizona Game and Fish Department.
- X. **State Trust Fund Grant** means a Federal Aid project.
- Y. **Subgrant** means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee.
- Z. **Subgrant agreement** means the Grant-in-Aid Agreement.
- AA. **Subgrantee** means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.
- BB. **Terms of Public Use** means the time required for public use.
- CC. **Terms of subgrant** means all requirements of the subgrant, whether in statute, regulation, or the award document.
- DD. **Third party in-kind contributions** means property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.
- EE. **Third Party Participant** means an entity sponsored by an eligible and approved project participant.